



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331
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GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

January 29, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

24 January 29, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVE COOPERATIVE AGREEMENT FOR
GRAVES AVENUE, ET AL., PHASE II
ROAD PAVEMENT IMPROVEMENT PROJECT
CITY OF INDUSTRY-COUNTY OF LOS ANGELES
UNINCORPORATED COMMUNITIES OF SOUTH SAN GABRIEL,
WEST PUENTE VALLEY, AND VALINDA
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

This action is to approve the cooperative agreement between the City of Industry and the County of Los Angeles to provide financing and delegation of responsibilities for the design and construction of Graves Avenue, et al., Phase II road pavement improvement project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the Graves Avenue, et al., Phase II project is categorically exempt from the provisions of the California Environmental Quality Act.
2. Approve the project and instruct the Chairman of the Board to sign the cooperative agreement with the City of Industry for the project. The cooperative agreement provides for the County of Los Angeles to perform the preliminary engineering and administer construction of the project, with the City of Industry and the County of Los Angeles to finance their respective jurisdictional shares of the cost of the project. The total project cost is currently estimated to be \$5,400,000 with the City of Industry's share being \$90,000 and the County of Los Angeles' share being \$5,310,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain approval of the project and to instruct the Chairman of the Board to sign the cooperative agreement with the City of Industry for the project. The City of Industry and the County of Los Angeles propose to improve the pavement on various road segments, which are jurisdictionally shared between the City and the County by cold milling the existing pavement and constructing asphalt rubber gap-graded bonded wearing course over the cold milled pavement and construction or modification of curb ramps. The Board's approval of the enclosed cooperative agreement is necessary for the financing and delegation of responsibilities for the project.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Integrated Services Delivery (Goal 3). By improving the subject roadways, residents of the City, neighboring cities, and the unincorporated County communities who travel on these streets will benefit and their quality of life will be improved.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total project cost is estimated to be \$5,400,000 with the City's share estimated to be \$90,000 and the County's share estimated to be \$5,310,000. In addition to the construction contract cost, the total project cost includes the cost of plans, specifications, consultant services, survey, material testing, construction engineering, inspection, contract administration, change order contingency, contribution to the Contract Cities Liability Trust Fund, and other County services.

The project cost will be financed with Proposition 1B funds under the Local Streets and Road Improvement, Congestion Relief, and Traffic Safety Account of 2006. The necessary funds required for the preliminary engineering cost of this project is included in the First Supervisorial District's Road Construction Program in the Fiscal Year 2012-13 Road Fund Budget. Through the annual budget process, sufficient appropriation will be included in the First Supervisorial District's Road Construction Program in the Fiscal Year 2013-14 Road Fund Budget to finance the construction cost of the project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The cooperative agreement has been approved, as to form, by County Counsel and executed by the City.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the Board of Supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city.

The cooperative agreement provides for the County to perform the preliminary engineering and administer construction of the project with the City and County to finance their respective jurisdictional shares of the project cost. The City's actual cost will be based upon a final accounting after completion of the project.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Section 15301(c) of the California Environmental Quality Act guidelines and Class 1(x), Subsections 2, 14, 18, and 22 of the Environmental Reporting Procedures and Guidelines adopted by the Board. These exemptions provide for resurfacing roadway pavement; reconstruction of existing sidewalk, curbs, and gutters; new street drainage facilities that do not discharge onto private property; and maintenance of existing roadway facilities.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Improvement of the road segments under the Graves Avenue project, which are on the County Highway Plan, is needed and is of general County interest.

The Graves Avenue, et al., Phase II project is tentatively scheduled to be awarded in the summer of 2013 with the start of construction a few months after.

CONCLUSION

Please return one adopted copy of this letter and the two original agreements to the Department of Public Works, Programs Development Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:JTW:dg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF INDUSTRY, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, Amar Road is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to improve the roadway pavement of the following segments which are jurisdictionally shared between CITY and COUNTY:

Segment	Scope of Work	Thomas Guide	Length (miles)	Jurisdiction Shared
Amar Road - Aileron Avenue to Witzman Drive	Cold mill & replace	638-E5,H5 H6	1.52	CITY & COUNTY
Amar Road - Southern Pacific Railroad to Puente Avenue	Cold mill & replace	638-A2,A3 637-J2	0.46	CITY & COUNTY

By cold milling the existing pavement and constructing an asphalt rubber gap-graded bonded wearing course over the cold milled pavement, and construction or modification of curb ramps at locations where right-of-way acquisitions, utility relocation, and other improvements beyond the foot print of a standard curb ramp is not required; and

WHEREAS, the aforementioned work, which is included in a COUNTY-administered project named Graves Avenue, et al., Phase II, (hereinafter referred to as PROJECT), includes work on other street segments that are jurisdictionally shared with other agencies not mentioned in this AGREEMENT; and

WHEREAS, PROJECT is within the geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of construction contract, and CONTRACT ADMINISTRATION for PROJECT; and

WHEREAS, COST OF PROJECT includes the costs of PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and costs of CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, COST OF PROJECT is currently estimated to be Five Million Four Hundred Thousand and 00/100 Dollars (\$5,400,000.00) with CITY'S estimated share being Ninety Thousand and 00/100 Dollars (\$90,000.00) and COUNTY'S estimated share being Five Million Three Hundred Ten Thousand and 00/100 Dollars (\$5,310,000.00); and

WHEREAS, CITY and COUNTY are willing to finance their respective shares of COST OF PROJECT within their JURISDICTIONS; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of the CITY and the unincorporated areas of the COUNTY mentioned in this AGREEMENT.
- b. PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geotechnical investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT, and the cost of any additional unforeseen work that is necessary for the construction of PROJECT.
- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions

encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.

- e. COST OF PROJECT as referred to in this AGREEMENT shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT in accordance with the approved plans and specifications and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- f. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY'S Director of Public Works/City Engineer that the improvements within CITY'S JURISDICTION are transferred to CITY for the purpose of operation and maintenance.

2) CITY AGREES:

- a. To finance CITY'S jurisdictional share of COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph 4) a., below.
- b. To deposit with COUNTY following execution of this AGREEMENT and upon demand by COUNTY Ninety Thousand and 00/100 Dollars (\$90,000.00) to finance its estimated jurisdictional share of COST OF PROJECT (CITY'S PAYMENT). Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- c. To grant to COUNTY, at no cost to COUNTY, any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT.
- d. To provide COUNTY with conditions for issuance of encroachment, excavation, and construction permit and any other special conditions at the time of plan approval for construction bids so that the permit conditions are fully incorporated into the PROJECT'S plans and specifications that contractors or any other person in charge of construction shall have no merit to request change in work compensation.

- e. Upon receipt of permit application from COUNTY and approval of construction plans for PROJECT, to issue COUNTY any necessary permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY'S JURISDICTION at no cost to COUNTY.
- f. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- g. To cooperate with COUNTY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT at no cost to COUNTY. CITY will take all necessary steps to grant, transfer, or assign all prior rights over the utility companies and owners of substructure and overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- h. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.
- i. Upon completion of PROJECT to maintain in good condition and at CITY'S expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.

3) COUNTY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT.
- b. To finance COUNTY'S jurisdictional share of COST OF PROJECT, COUNTY'S actual share will be determined by a final accounting pursuant to paragraph 4) a., below.
- c. To obtain CITY'S approval of plans for PROJECT prior to solicitation for construction bids.

- d. To solicit PROJECT for construction bids, award and administer the construction contract, do all things necessary and proper to complete PROJECT, and act on behalf of CITY in all negotiations pertaining thereto.
- e. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY'S JURISDICTION.
- f. To furnish CITY within one hundred eighty (180) calendar days after final payment to contractor a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
- g. Upon completion of PROJECT, to maintain in good condition and at COUNTY'S expense, all improvements constructed as part of PROJECT within COUNTY'S JURISDICTION.

4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work) located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute CITY'S jurisdictional share of the COST OF PROJECT. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work) located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COUNTY'S jurisdictional share of the COST OF PROJECT.
- b. That if at final accounting CITY'S jurisdictional share of COST OF PROJECT exceeds CITY'S PAYMENT, as set forth in paragraph 2) b., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the CITY'S jurisdictional share is less than CITY'S PAYMENT, COUNTY shall refund difference to CITY without further action by CITY.
- c. That if CITY'S PAYMENT, as set forth in paragraph 2) b., above is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.

- d. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- e. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
- f. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- g. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- h. Each party shall have no financial obligation to the other party under this AGREEMENT, except as herein expressly provided.
- i. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. John D. Ballas
Director of Public Works/City Engineer
City of Industry
15625 East Stafford Street, Suite 100
Industry, CA 91744-3995

COUNTY: Ms. Gail Farber
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- j. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- k. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.
- l. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

- m. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT that is not within the CITY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT, including liability under the CERCLA and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.
- n. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- o. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement 32379 between CITY and COUNTY, adopted by the Board of Supervisors on November 14, 1977, and currently in effect.
- p. That the County of Los Angeles authorizes the Director of the County of Los Angeles Department of Public Works to assign to the City of Industry all of its right, title, and interest in any unlapsed portion of the one-year warranty granted to the County of Los Angeles by the construction contractor performing the road improvement work. This assignment is effective following completion of PROJECT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF INDUSTRY on November 8, 2012, and by the COUNTY OF LOS ANGELES on January 29, 2013.



ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By [Signature]
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By [Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

24

JAN 29 2013

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES

By [Signature]
Chairman, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

77911

CITY OF INDUSTRY

By [Signature]
Tim Spohn, Mayor Pro Tempore

ATTEST:

By [Signature]
City Clerk

APPROVED AS TO FORM:

By [Signature]
City Attorney